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SHAKEY'S PIZZA ASIA VENTURES, INC. and
Third-Party Defendants CINCO CORPORATION,
PC INTERNATIONAL PTE LTD., and SPAVI
INTERNATIONAL USA, INC.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SHAKEY'S PIZZA ASIA VENTURES,
INC, a Philippines corporation,

Plaintiff,

v.

PCJV USA, LLC, A Delaware limited
liability company; PCI TRADING,
LLC, a Delaware limited liability
company; GUY KOREN, an individual;
POTATO CORNER LA GROUP, LLC,
a California limited liability company;
NKM CAPITAL GROUP, LLC, a
California limited liability company;
J & K AMERICANA, LLC, a California
limited liability company; J&K
LAKEWOOD, LLC, a California
limited liability company; J&K
VALLEY FAIR, LLC, a California
limited liability company; J & K
ONTARIO, LLC, a California limited
liability company; HLK MILPITAS,
LLC, a California, limited liability
company; GK CERRITOS, LLC, a
California, limited liability company;

Case No. 2:24-CV-04546-SB(AGRx)

The Hon. Stanley Blumenfeld, Jr.

**PLAINTIFF AND
COUNTERCLAIM DEFENDANT
SHAKEY'S PIZZA ASIA
VENTURES, INC. AND THIRD-
PARTY DEFENDANTS' REPLY IN
FURTHER SUPPORT OF
MOTION FOR SUMMARY
JUDGMENT**

1 J&K PC TRUCKS, LLC, a California
2 limited liability company; and GK
3 CAPITAL GROUP, LLC, a California
4 limited liability company and does 1
5 through 100, inclusive,

6 Defendants.

7 PCJV USA, LLC, a Delaware limited
8 liability company; PCI TRADING LLC,
9 a Delaware limited liability company;
10 POTATO CORNER LA GROUP LLC,
11 a California limited liability company;
12 GK CAPITAL GROUP, LLC, a
13 California limited liability company;
14 NKM CAPITAL GROUP LLC, a
15 California limited liability company; and
16 GUY KOREN, an individual,

17 Counterclaimants,

18 v.

19 SHAKEY'S PIZZA ASIA VENTURES,
20 INC, a Philippines corporation,

21 Counter Defendant.

22 PCJV USA, LLC, a Delaware limited
23 liability company; PCI TRADING LLC,
24 a Delaware limited liability company;
25 POTATO CORNER LA GROUP LLC,
26 a California limited liability company;
27 GK CAPITAL GROUP, LLC, a
28 California limited liability company;
NKM CAPITAL GROUP LLC, a
California limited liability company; and
GUY KOREN, an individual,

Third Party Plaintiffs,

v.

PC INTERNATIONAL PTE LTD., a
Singapore business entity; SPAVI
INTERNATIONAL USA, INC., a
California corporation; CINCO
CORPORATION, a Philippines
corporation; and does 1 through 10,
inclusive,

Third Party Defendants.

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1 **I. INTRODUCTION**

2 The crux of what is at issue in this Motion is whether PCJV¹ still has a license
3 to use the PC IP. There is no dispute that PCJV had a license to use the PC IP. It is
4 undisputed that Cinco sold the PC IP to SPAVI. It is undisputed that SPAVI sent a
5 letter to PCJV terminating PCJV's license to use the PC IP. The question, then, is the
6 legal effect of the termination letter, which the Court can decide on summary
7 adjudication.

8 Since it is undisputed that PCJV's use of the PC IP was always pursuant to a
9 license, there is no disputed question of fact that SPAVI owns the PC IP, as confirmed
10 by the Ninth Circuit.

11 Since Counterclaimants can point to no contract between them and SPAVI,
12 Counterclaimants concede that SPAVI owes no contractual duties to
13 Counterclaimants that could be breached, meaning summary judgment is appropriate
14 on Counterclaimants' breach of fiduciary duty claim against SPAVI.

15 Counterclaimants' opposition falls severely short of dismantling SPAVI and
16 Third-Party Defendants' Motion. As such, SPAVI and Third-Party Defendants
17 respectfully request that this Court grant their Motion.

18 **II. ARGUMENT**

19 **A. It Is Undisputed that PCJV Had a License and That It Was**
20 **Terminated**

21 The parties agree that PCJV had a license to the PC IP and that
22 Counterclaimants received from SPAVI a letter terminating that license. (Ex. 48 ¶
23 66, Ex. 29 (Trial Ex. 1437)).

24 Defendants argue the termination letter was ineffective because PCJV's
25 license was irrevocable. Opp. at 18:14-16. But none of the documents
26 Counterclaimants reference state or suggest an irrevocable license. *See Pogrebnoy v.*

27 _____
28 ¹ Unless otherwise defined herein, all defined terms have the meaning ascribed to
them in Plaintiffs' Motion for Summary Judgment (the "Motion").

1 *Russian Newspaper Distribution, Inc.*, 289 F. Supp. 3d 1061, 1070 (C.D. Cal. 2017),
2 aff'd, 742 F. App'x 291 (9th Cir. 2018) (“[A]n implied license, like any other
3 contract, is terminable at the will of either party if it is not for a specified term.”). As
4 such Counterclaimants fail to raise a disputed question of fact as to whether PCJV’s
5 termination of the license was ineffectual, meaning there is no disputed question of
6 fact as to whether PCJV currently holds a license to the PC IP; it does not.

7 **B. PCJV’s Conduct, As the Licensee, Establishes Cinco’s (and Now**
8 **SPAVI’s) Ownership of the PC IP**

9 Since Counterclaimants conceded that PCJV had a license to the PC IP, there
10 is no disputed question of fact that any use PCJV made of the PC IP inured to the
11 benefit of Cinco and SPAVI as the licensors of the PC IP, meaning there is no
12 disputed question of fact as to the ownership of the PC IP; it is not owned by
13 Counterclaimants. *Shakeys Pizza Asia Ventures, Inc. v. PCJV USA, LLC*, No. 24-
14 7084, 2025 WL 1431270, at *1 (9th Cir. May 19, 2025) (“in the licensor-licensee
15 context, a licensee’s use of a trademark inures to the benefit of the licensor-
16 registrant.”) The fact that SPAVI and Third-Party Defendants contend that PCJV no
17 longer holds a license to the PC IP cannot create a disputed question of fact that
18 SPAVI currently owns the PC IP. *See Opp.* at 20:10.

19 **C. Counterclaimants Have Failed to Present a Basis Upon Which a**
20 **Fiduciary Duty Can be Imposed Upon SPAVI**

21 Despite Counterclaimants’ obfuscation, they fail to point to any contractual
22 relationship between them and SPAVI that could form the basis of a fiduciary
23 relationship. *World Surveillance Grp., Inc. v. La Jolla Cove Investors, Inc.*, 66
24 F.Supp.3d 1233, 1235 (N.D. Cal. 2014).

25 Since Counterclaimants fail to present any evidence from which a disputed
26 question of material fact could exist as to whether there existed a special relationship
27 between them and SPAVI, they fail to identify a disputed question of fact that any
28 such special relationship existed.

While Counterclaimants allege that as a member of PCJV Cinco may have owed Counterclaimants a fiduciary duty, Counterclaimants offer no fact to establish any question as to whether SPAVI is a successor to such a duty. In fact, Counterclaimants fail to even address the factors required to establish such successor liability. *Gerritsen v. Warner Bros. Ent. Inc.*, 116 F. Supp. 3d 1104, 1127 (C.D. Cal. 2015).

D. Third Party Defendants SPAVI International and PC International Are Entitled to Summary Judgment as Defendants Have Abandoned Their Claims Against Them

Since Counterclaimants abandoned any claim against Third-Party Defendants in the Claims to be Tried Joint Filing (Dkt. 108, 263), the Court should grant summary judgment in favor of PC International PTE Ltd. and SPAVI International USA, Inc. Counterclaimants cannot revive any such claim by a haphazard mention in an opposition to a Motion for Summary Judgment.

III. EVIDENTIARY OBJECTIONS

SPAVI and Third Party Defendants object to the following paragraphs in the Supplemental Declarations of Erlinda “Lyndah” S. Bartolome (“Bartolome Dec.”) and Guy Koren (“Koren Dec.”). Preliminarily, however, SPAVI and Third Party Defendants object to the declarations in their entirety to the extent they were used to circumvent the Court’s page limit. Dkt. 308.

Defendants’ Evidence	Moving Parties’ Objections
Bartolome Dec. ¶¶ 3-6, ¶¶ 9-17, ¶¶ 8(a)-(i), ¶ 19.	Lacks personal knowledge (FRE 602)
Koren Dec. ¶¶ 3-4, ¶ 11, ¶¶ 12-13, ¶ 19, ¶ 22, ¶¶ 24-27	

<p>Bartolome Dec. ¶¶ 3-4, ¶¶ 9-14, ¶ 17, ¶¶ 18(a)(d)(f)-(g)(i), ¶ 19.</p> <p>Koren Dec. ¶4, ¶ 8, ¶ 16, ¶ 20, ¶¶ 22-23, ¶¶ 25-26</p>	<p>Improper expert opinion for which the declarant is not qualified (701, 702)</p>
<p>Bartolome Dec. ¶¶ 3-6, ¶¶ 9-10, ¶¶ 13-17, ¶ 18(a)(d)(e)-(i), ¶ 19.</p> <p>Koren Dec. ¶ 1, 4, 5, 7, 10.</p>	<p>Hearsay. Hearsay to the extent that no business records exception has been established for the documents relied on (FRE 802)</p>
<p>Bartolome Dec. ¶¶ 3-4, ¶¶ 9-10, 14, 16, 18(f)-(g), 18(i).</p> <p>Koren Dec. ¶¶ 4-10, ¶ 15, ¶ 20, ¶¶ 22-23, ¶¶ 25-29.</p>	<p>Violates secondary evidence rule by summarizing written document or documents (FRE 1004)</p>
<p>Bartolome Dec. ¶¶ 3-4, ¶ 6, ¶ 9, ¶¶ 10-15, ¶¶ 17-18(a)(c)-(e)(g)(i), ¶ 19.</p> <p>Koren Dec. ¶¶ 4-5, ¶ 8, ¶ 10, ¶¶ 16-17, ¶¶ 19-20, ¶¶ 22-28.</p>	<p>Improper legal conclusion (FRE 704)</p>
<p>Bartolome Dec. ¶¶ 3-4, 7, 8, 13.</p> <p>Koren Dec. ¶ 3, ¶ 9, ¶¶ 10-11, ¶ 15, ¶ 17, ¶ 21.</p>	<p>Irrelevant (FRE 401)</p>

IV. CONCLUSION

SPAVI and Third Party Defendants request that their motion for summary judgment be granted for the reasons set forth above.

1 Dated: October 1, 2025

FOX ROTHSCHILD LLP

2
3 /s/ Michael D. Murphy

4 Michael D. Murphy

5 Matthew Follett

6 Meeghan H. Tirtasaputra

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8 Defendant SHAKEY'S PIZZA ASIA

9 VENTURES, INC. and Third Party

10 Defendants CINCO CORPORATION,

11 PC INTERNATIONAL PTE LTD., and

12 SPAVI INTERNATIONAL USA, INC.